



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z15066
TITLE: Advertising Services
ISSUE DATE: 11/4/14

REQ NO.: N/A
BUYER: Stacia Dawson
PHONE NO.: (573) 522-3052
E-MAIL: Stacia.Dawson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 12/2/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO ANY STATE AGENCY OF THE STATE OF MISSOURI, AT THE ADDRESS SPECIFIED BY THE USING STATE AGENCY

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of advertising, marketing, and/or public education services as set forth herein.
- 1.1.2 This RFP is a rebid of B3Z14236 which was issued on June 9, 2014.
- 1.1.3 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A - J
 - 6) Terms and Conditions
 - 7) Attachments 1 - 4 The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

1.2 Background Information:

- 1.2.1 The Missouri Constitution provides for the executive departments listed below. Within each executive department exists a variety of offices (divisions, bureaus, sections, units) of varying size and scope which deal with specific services. Departments may administer certain sections of state law as defined by the Revised Statutes of Missouri, may develop their own rules and regulations as promulgated in the Missouri Register and Code of State Regulations, or may institute programs and policies which address the needs of their areas of service.
 - a. Office of Administration
 - b. Agriculture
 - c. Conservation
 - d. Corrections
 - e. Economic Development
 - f. Elementary and Secondary Education
 - g. Health and Senior Services
 - h. Higher Education
 - i. Insurance, Financial Institutions, & Professional Registration
 - j. Labor and Industrial Relations
 - k. Mental Health
 - l. Natural Resources
 - m. Public Safety
 - n. Revenue
 - o. Social Services
 - p. Transportation
- 1.2.2 The nature of the services provided by many of Missouri's various offices are often "public service" related. As such, history has shown a need for the offices to reach the public with education and information related to the services offered. Some, but not all types, of past campaigns are listed below:
 - a. Public education campaign services to educate Missourians on traffic safety issues, in order reduce the number and severity of traffic crashes occurring in the State of Missouri.
 - b. A media and marketing campaign with an ultimate goal of making those Missouri citizens affected by Traumatic Brain Injury aware of the services available to them through the programs of the Missouri Head Injury Advisory Council and to motivate such people to contact the resources available to them.

- c. Public Education services for various offices within the Department of Health and Senior Services to assist them in educating the public about public health issues and the services available.
- d. Public education campaign for the Secretary of State's office to educate the public regarding voting regulations and issues.
- e. Public outreach campaign to increase enrollment of eligible seniors in the Missouri Senior Rx Program by reaching the target population with appealing public outreach materials to educate and inform about the Missouri Senior Rx Program.
- f. Development of script and coordination of talent for video produced by the Department of Elementary and Secondary Education to introduce Career Clusters to students, parents, and educators.
- g. A campaign for the Department of Mental Health, Division of Alcohol and Drug Abuse to educate and inform Missourians about the hazards of tobacco use; discourage the use of tobacco products among youth and provide information to families to assist them in discouraging tobacco use; and educate and inform Missourians about laws governing the sale of tobacco products, raising the awareness of responsibilities of merchants and youth.
- h. An anti-litter campaign on behalf of the Missouri Departments of Conservation, Natural Resources, and Transportation.
- i. Public awareness campaigns and promotions for the Department of Agriculture designed to increase awareness of the Missouri Wine and Grape industry and/or the AgriMissouri program and products.
- j. Statewide Discover Nature campaigns and promotions for the Department of Conservation to increase awareness, benefits, and appreciation of Missouri's fish, forests, wildlife, and outdoor recreational opportunities.

1.2.3 Other Contracts dealing with Advertising and Marketing Services:

- a. The State of Missouri has existing contracts for specific advertising/marketing campaigns for specific state agencies. Some, but not necessarily all of such contracts are listed below. In addition to the contracts listed below that were competitively procured and awarded by the Division of Purchasing and Materials Management on behalf of the using state agency, the Missouri Lottery has a contract for Advertising with an advertising agency, Barkley. The Missouri Lottery competitively procured and awarded the contract.

<u>Contract #</u>	<u>Service Description</u>	<u>Procurement Process Bid #</u>
1) C311184001	Advertising Services for the Missouri State Fair	B3Z11184
2) C311078001	Advertising Agency of Record for Missouri Division of Tourism	B3Z11078
3) C310151001	Public Education Services for Children's Trust Fund	B3Z10151

- b. Media Placement – The State of Missouri also has some related contracts that are available for use by any state agency. The statewide notice regarding these contracts can be viewed from the internet at the following address: <http://archive.oa.mo.gov/purch/contracts/>

<u>Contract #</u>	<u>Contractor Name</u>	<u>Service Description</u>
1) C312128001	Missouri Press Service	Advertisement Placement in Newspapers
2) C313013001	Bucket Media	Media Placement
3) C313013002	Learfield Communications	
4) C313013003	Missouri Broadcast Assoc	
5) C313013004	True Media, LLC	
6) C313105001	Rural Missouri Magazine	Advertising in Statewide Rural Publication
7) C313186001	Lamar Advertising	Transit Bus Advertising
8) C314019001	Roundtown Media	

- 1.2.4 Previous Contract for the Services being Procured via this RFP – The State of Missouri has an existing contract for the services being procured via this RFP. Information about the contract is listed below. The statewide notice for the contract can be viewed from the internet at the following address: <http://archive.oa.mo.gov/purch/contracts/>

Contract #	C312112001
Procurement Process Bid #	B3Z12112
Service Description	Advertising/Marketing/Public Education Services
Contractor Name	Paradowski Creative
State Agency Name	Available for use by any agency of the State of Missouri
Effective Date of Contract:	Effective date of contract 7/1/12
Final Expiration of Contract	12/31/14
Past Usage	Attachment 1 contains a summary of the historical usage of the contract by the various agencies that have utilized the services

1.2.5 The following links provide additional information on each of the contracts identified herein:

- a. Viewing the contract - A copy of the each of the contracts identified herein can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://content.oa.mo.gov/purchasing-materials-management/>. In addition, all proposal and evaluation documentation leading to the award of the various contracts may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Contract number or the Bid number when searching for these documents.
- b. State expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.

1.2.6 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal. In addition, the information presented herein identifies many varying types of public education/information-type services that have been required by some of the state agencies of Missouri in the past. However, there is no way of knowing what, if any, of the types of services listed herein may be required in future years.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide one or more of the following categories of service, as specified on the Notice of Award issued by the Division of Purchasing and Materials Management, which are customarily performed by a modern, professional marketing/advertising/public relations organization in order to assist any state agency of the State of Missouri in fulfilling goals specified by the state agency.
- a. Media Planning and Placement/Purchase
 - b. Creative Services
 - c. Media Production, including television, radio and print
 - d. Non-Traditional Media and High-Tech Marketing
 - e. Promotional/Collateral Material Development and Fulfillment
 - f. Public Relations, Image Building Activities, Editorials, Internet Marketing and Publicity
 - g. Research & Market Analysis
- 2.1.2 The State of Missouri does not guarantee any amount of usage of the contract. The contractor shall understand that the contract shall be available for use by any state agency having miscellaneous advertising/marketing/public relations needs. However, the contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere. Any state agency utilizing the contractor's services may:
- a. Require the contractor to develop and perform a complete project/campaign or any part thereof with any size budget ranging from a few thousand to several hundred thousand or more (hereinafter referred to as activity plan), or
 - b. Require the contractor to provide services on an as needed, if needed, hourly rate basis, hereinafter referred to as hourly as needed services.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the requesting state agency.

2.2 Activity Plan Requirements:

- 2.2.1 Multiple Contracts – In the event that multiple contracts are awarded for a category of service required herein, the contractor shall agree and understand that the state agency shall utilize the contractor whose service best meets their needs, considering cost and markets. In addition, the state agency shall have the right to request an activity plan from each contractor awarded a specific category of service to determine the contractor who will best meet the needs of the state agency in terms of cost and advertising services, in accordance with the requirements specified herein. The contractor shall agree and understand that a state agency's needs may be limited to the contractors that overlap categories of service (e.g. creative, media placement, and research).
- 2.2.2 Request for Activity Plan - When requesting an activity plan, the state agency shall provide the contractor with written information regarding the project and shall also advise the contractor of instructions for any comment/discussion period, if any. The state agency's request will explain in detail the scope of the project and basic information regarding the tasks the state agency anticipates will be included, including any of the following, as applicable:
- a. Applicable business and technical specifications,
 - b. A description of the type and focus of the potential services,

- c. Specific instructions, standards, and requirements applicable to the project, including but not limited to the pricing methodology(ies) that must be used, budget limitations, if any, etc.
- d. Any applicable implementation/completion dates, and
- e. A due date for submission of the activity plan to the state agency.

2.2.3 Unavailability to perform - If the contractor is unavailable to provide the services requested or would otherwise be unable to fulfill the requirements of the project requested, the contractor must notify the state agency of such unavailability no later than fifteen (15) calendar days after the initial contact by the state agency or by the activity plan due date, whichever is earlier. Such notification must be in writing and must include the specific reasons why the contractor is not able to perform the project requested.

2.2.4 Activity Plan Submission – By no later than the due date specified in writing by the state agency, the contractor shall develop and submit the written activity plan for the project to the state agency. The contractor must include the following detailed information in the written activity plan, along with any other information required by the state agency, unless the scope of the project renders certain information not applicable. The activity plan shall (1) be comprehensive for the time period specified by the state agency and (2) include those specific services and requirements specified by the state agency.

- a. The activity plan must include at least the following information:
 - 1) The contractor's proposed appropriate mix of activities.
 - 2) The contractor's approach for performance and completion of activities including timeframes, deliverables, and the level of effort needed by the contractor, the state agency, and any other designated parties for all planned activities.
 - 3) The identification of the contractor's team of personnel who will be assigned to the project.
 - 4) A detailed line item guaranteed not-to-exceed total price specifically itemizing each activity and the costs and expenses associated with each activity using the hourly prices and percentages specified on the Pricing Page.
 - 5) A description of how the services and the mix of activities will meet the goals of the state agency.
 - 6) A description of how results will be measured, what evaluation measures will be used, and the plan for analyzing the outcome data for the campaign to determine its effectiveness in meeting the state agency's goals. The contractor shall understand and agree that the state agency shall be an active partner in ensuring appropriate measures are identified in the activity plan and how such measures will be collected and reported.
- b. If media planning and placement services are required by the state agency as part of the project, the contractor shall include a detailed media plan as part of the activity plan that is designed to further the goals of the state agency. As instructed by the state agency, the contractor shall consider the integration of non-traditional media, social/new-age media, and high-tech marketing activities in the media plan.
 - 1) For purposes of this document, media shall be deemed to include advertising media, broadcast media, digital media, electronic media, hypermedia, multimedia, new media, news media, print media, published media, social media, etc, which may include, but not necessarily be limited to, the following:
 - Television, film, video, radio, movies, CDs, DVDs, etc.
 - Newspaper, magazines, brochures, direct mail, newsletters, books, pamphlets, photography etc
 - Email, text messages, websites, blogging, etc.
 - Billboards, transit signs, placards placed inside and outside buildings or vehicles, flying billboards, blimps, etc.

- 2) The contractor shall include recommendations for appropriate media vehicles, market/Designated marketing Area (DMA) support, product support, flighting, programming, and point levels within the plan and guaranteed not-to-exceed total price.
- 3) If required by the state agency, the contractor shall also provide a proposed annual media flow chart that includes a calendar of support by campaign, by medium, by market, by week in a given fiscal year with flighting, rating points, and costs by project/campaign, and total.
- 4) The media plan and proposed media buys should reflect trends and research consistent with state agency goals and objectives.
- 5) As appropriate for the type of media included in the media plan, the contractor must include all necessary scheduling, markets, stations, programming and/or daypart, time period, target rating points estimated for the project, number of spots, cost per spot, cost per rating point, and total buy costs.

- 2.2.5 Oral Presentation of Activity Plan - If required by the state agency, the contractor shall orally present the contractor's activity plan to the state agency. If required, such presentation shall be scheduled by the state agency with at least fifteen (15) calendar days notice to the contractor, unless otherwise mutually approved by both parties.
- 2.2.6 Changes to Activity Plan - The contractor shall agree and understand that the state agency will have the right to reject the contractor's activity plan, or any portion thereof, for any reason and shall have the right to require modifications, changes, and additional elaboration to the activity plan as deemed necessary in order to ensure a comprehensive project and to ensure that the contractor's proposed services are acceptable and will accomplish the desired objectives.
- 2.2.7 Evaluation of Activity Plan - The contractor shall agree and understand that a work plan for the same project shall also be completed by other contractors awarded a contract. Therefore, the state agency shall evaluate each completed activity plan and shall determine which activity plan, if any, will be the most advantageous to the State of Missouri. Such determination shall be based on the quality of the project described in the contractor's activity plan, timeframe for implementation of the project, and the guaranteed not-to-exceed total price that will be charged by the contractor for performing such project, and the contractor that best meets the needs, considering cost and markets.
- 2.2.8 Acceptance/Rejection of Activity Plan – After completion of the evaluation, the state agency shall either provide the contractor with a written rejection or with written acceptance of the contractor's activity plan. Acceptance of a activity plan by the state agency shall constitute authorization to proceed with the implementation of the activity plan.
- 2.2.9 Implementation of Activity Plan – After acceptance of the activity plan, the state agency shall contact the contractor to begin the project. The contractor shall schedule and meet with state agency personnel and other designees specified by the state agency to discuss the project methodology in the activity plan, the state agency's goals and objectives, and to obtain any specific information, data, and instructions necessary to prepare and finalize the project required by the state agency. The meeting shall take place at the state agency office which may be anywhere within the State of Missouri but most commonly Jefferson City, MO. The contractor shall not invoice nor be paid for attendance at such meeting.
- a. In addition, because the needs of the state agency may change, the contractor may be required to develop and submit a new or revised activity plan at other times throughout the contract period. The contractor shall prepare and submit all such future activity plans within a time frame stipulated by the state agency.
- 2.2.10 After such meeting as stated above, the contractor shall execute, operate, and satisfy all requirements of the activity plan. The contractor shall perform those requirements assigned to the contractor and shall

oversee and manage all other requirements of the activity plan, to ensure all requirements of the plan as approved by the state agency, are performed and accomplished. The contractor shall not change the personnel team members assigned to the project, except in extreme cases and must notify the state agency in writing of the situation and reason any time a substitution of a team member is required. The contractor shall understand and agree that team member changes can be costly in terms of time lost and productivity and may reflect negatively on the contractor's performance.

2.3 Hourly As Needed Service Requirements:

If the contractor's services are required on an hourly as needed service basis, the state agency shall contact the contractor and advise the contractor of the extent of the service needs. The contractor shall provide one or more persons as needed to assist the state agency in the specific temporary advertising, marketing, public relation, etc. hourly services needed.

- 2.3.1 Multiple Contracts – In the event that multiple contracts are awarded for a category of service required herein, the contractor shall agree and understand that the state agency shall utilize the contractor whose service best meets their needs, considering cost, qualifications, background, markets, etc when hourly services are requested.

- 2.4 Categories of Services:** In the event the contractor was awarded for one or more of the following categories of service, the contractor shall perform in accordance with the specified requirements. The requirements listed under such categories of service may not be all inclusive of the services that may be required in the performance of the contract/execution of the activity plan, nor are the services under a particular category of service exclusive to that category.

- 2.4.1 Media Planning and Placement/Purchases – If media planning and placement/purchase are required by the state agency, the contractor shall perform in accordance with any media plan approved by the state agency and as follows:

- a. After authorization by the state agency, the contractor shall order space, time, or other approved media and endeavor to secure the most advantageous rates available.
 - 1) The contractor shall negotiate for the lowest possible rate on any media purchase on behalf of the state agency and must include negotiated maximum added value/promotional opportunities and bonus spots (if available) with appropriate written information for state agency approval. The contractor shall meet with media representatives on behalf of the state agency and shall have, if and when requested by the state agency, a written evaluation of each proposal submitted by media representatives.
 - 2) In making such media buys, the contractor shall agree and understand that the contractor shall not be acting as an agent of the State, and shall not represent itself to be acting as an agent of the State. The contractor shall inform each media representative supplying space, time, or other advertising means that the contractor is not acting as an agent for the State and that the contractor shall be solely liable for payment to the media representative.
 - 3) The contractor shall provide appropriate traffic instructions to each media entity.
- b. The contractor shall properly incorporate approved messages in mechanical or other necessary form and forward it with instructions for the fulfillment of the advertising order, check and verify instructions, displays, broadcasts, or other media to be utilized, to such a degree as normally performed by advertising/marketing agencies and as regarded as good practice. Even though the state agency approval has been received, the contractor shall be responsible for ensuring that there are no typographical errors or omissions in the final advertisements.
- c. The contractor shall audit and verify the accuracy of all invoices from media outlets to ensure all advertisements were run and correctly billed. For advertisements not run as requested, the contractor

shall either schedule a make good or give credit. The contractor must maintain and keep all records regarding make goods and credits.

- d. Documentation and Reporting - The contractor shall prepare and maintain the following media documentation and shall submit reports to the state agency as further required in the Reporting Requirements section of this document.
 - 1) The contractor must provide the state agency with copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.
 - 2) Additionally, the contractor shall regularly evaluate media buys, markets, stations, programming and/or daypart, time period rating points, costs, etc. and provide any evaluation with recommendations to the state agency as deemed appropriate.

2.4.2 Creative Services – If creative services are required by the state agency, the contractor shall provide creative services necessary for: (1) the creation branding, tags and logos, (2) the creation of advertisements produced, (3) the creation of or design for production of premium items and permanent, semi-permanent, and non-permanent point-of sale or other collateral materials, and (4) any other creative services customarily performed by an advertising agency. The contractor shall perform as follows:

- a. Prior to developing and submitting any creative concepts to the state agency, the contractor must have a creative (brainstorming) in-person meeting with the state agency to discuss concepts. In addition, if required by the state agency, the contractor shall develop a creative strategy document for state agency approval based on information provided regarding the specific project. This document shall be designed to answer specific questions regarding the goals, targets, ideas to be communicated, current thinking, etc.
- b. In the course of creating, developing, designing material, advertisements, etc., if such items utilize a theme, the contractor must utilize any current theme of the state agency. However, if desired by the state agency, the contractor shall develop a new brand, slogan, tagline, and logo. Such development shall be at the sole direction of the state agency and shall be based on the results of independent market research.
- c. The contractor shall provide a minimum of three alternative creative scripts/storyboards, scripts, ads, layouts, etc. to the state agency for review. Once presented, the contractor shall make state agency requested changes as quickly as possible.
- d. The contractor shall use images and messages that are at all times commensurate with the dignity of the State of Missouri.
- e. Prior to final development, the contractor must submit all creative concepts to the state agency for review and comments in the form of rough layouts with written copy. After rough layout, design, and copy is approved by the state agency, the contractor shall prepare and submit comprehensive layouts to the state agency for final review and comments. The contractor shall not complete a project nor have it produced until the contractor receives final approval of copy and concepts from the state agency.
- f. Once print (including point-of-sale materials) layouts are approved, the contractor's creative personnel shall take the advertising to a final form for approval including all design, copy and layout, all within designated deadlines. Upon approval of the state agency, sub-contractors can be solicited for actual illustration or photography.
- g. Once final-form advertising is approved, the contractor shall arrange for and/or provide all services necessary to supply the advertising in whatever format needed for the production process to occur and for the advertising to air or be printed as approved.

- h. If legal services are necessary to confirm appropriate use of a concept, name, or term that the contractor strongly feels should be used, the contractor shall be responsible for obtaining and paying for the legal services. However, with prior written approval of the state agency, legal fees connected with trademarking and copyrighting logos, names, or other terms will be reimbursed by the state agency.
- i. Work Products/Materials – If required by the state agency, the contractor shall provide the state agency with electronic files of all finished products or material created, produced, or designed for use under the terms of the contract, including text, graphics, products, or other material or products.
 - 1) A copy of the text, graphics, products, or material shall be presented in paper format and in medium accessible and/or viewable on personal computers.
 - 2) The electronic version shall be in PDF format or other format as designated and approved by the state agency.

2.4.3 Media Production – If media production services are required by the state agency, the contractor shall either provide or sub-contract to provide the services required for production of final form approved advertisements within required deadlines as follows:

- a. If *television production* is approved by the state agency, the contractor shall agree and understand that the state agency may desire to have the television production handled through the production facility operated by the Department of Elementary and Secondary Education (DESE). Information about DESE Media Production Services can be found on the internet at: <http://dese.mo.gov/comm/mps/>. If the state agency handles the production through the DESE Media Production facility, the contractor shall remain involved in the production including creative advice, etc., to the extent deemed necessary by the contractor, the state agency, and DESE Media Production Services personnel. If not handled through DESE Media Production Services, the contractor shall submit at least three (3) written estimates for television media production to the state agency for approval.
 - 1) The estimates must include all of the following as applicable for the production. All estimates must identify all subcontractors or other parties involved in the production work and their full address.
 - media production fees,
 - director recommendation,
 - pre- and post-production costs,
 - talent fees,
 - costs for audio, music, digital, and film transfer
 - contractor fees associated with the production.
 - 2) In the event that the contractor proposes to utilize a television production company or individual located outside the State of Missouri, the contractor must provide the state agency with justification that the services or facilities within Missouri were not adequate to complete the required work or are not competitively priced. The contractor shall understand that generally, all production should be handled by Missouri firms and individuals, unless there is a substantial reason to go out of state.
 - 3) Once production is approved by the state agency, if actual charges will exceed ten percent (10%) more than the written estimate, the contractor must provide and receive approval from the state agency for revised estimates and a written justification for the increase.

- b. If *radio production* is approved by the state agency, the contractor shall, if required by the state agency, obtain and submit at least three (3) written estimates, in either an annual aggregate amount or for each production, for production costs to the state agency for approval. The estimates shall include studio time, sound effect costs, needledrop music, miscellaneous materials, phone patch costs, CD copies, contractor fees, etc.
- c. If *print production* is required by the state agency, the contractor shall agree and understand that to the extent possible, the state agency will handle printing through the State Printing Center. Information about State Printing Services can be found on the internet at: <http://content.oa.mo.gov/general-services/state-printing-center>
 - 1) If the state agency handles the printing through State Printing, the contractor shall provide the electronic files of the materials along with all graphics and fonts to the state agency in camera-ready format and ready to send electronically to, and compatible with, the State of Missouri Print Shop; and must include color separations, linked graphics, fonts, and software specifications. The contractor shall also provide the state agency with printing cost estimates and printing specifications for each printed material. The state agency will work with the State of Missouri Print Shop for printing the materials.
 - 2) However, if required by the state agency, the contractor shall be responsible for the printing production. In such case, the contractor may be required to submit at least three (3) written estimates for production costs to the state agency for approval.
- d. As required by the state agency, the contractor shall oversee talent payments/invoices and paperwork necessary for all actors/talent used in state agency productions. The contractor shall notify the state agency for approval and make recommendations for all continued use/holding fees.

2.4.4 Non-traditional media and high-tech marketing – If advertising using non-traditional media or high-tech marketing is required by the state agency, the contractor shall integrate non-traditional media and high-tech marketing activities (including but not limited to interactive media, social media, mobile apps, and search engine optimization/marketing). If requested by the state agency, the contractor shall perform internet site development, management, or analytics of a website. If required by the state agency, the contractor shall provide artistic direction and site aesthetic design of a state agency's website.

- a. The contractor(s) must comply with state and enterprise policies, standards including technology standards, state accessibility standards, and data security standards, and procedures. Detailed standards can be found on the Approved Standards for Security Domain state websites at: <http://content.oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture>; and <http://content.oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture/security-domain>. Additional specific specifications may be included in the activity plan.
 - 1) The contractor shall understand and agree that the State of Missouri is continuing to develop a technical architecture that defines compliance and product components for State projects. As architectural components are developed and published, the contractor shall ensure their consulting work complies with the state's then-current architecture standards. The state's architecture information can be found at <http://oa.mo.gov/itsd/cio/enterprisearch.htm>
 - 2) All variances from the Missouri Enterprise Architecture Standards must be approved by the State of Missouri's Chief Information Officer.
 - 3) If applicable, all programmers provided by the contractor(s) must adhere to and use programming standards and documentation conventions of the State of Missouri.
- b. The contractor shall agree and understand that the contractor may be required to work with the specific state agency's IT department through a specific non-traditional media or high-tech marketing. The state agency's IT department will play a vital role in the development of any of the

website and mobile app development. Some of the services that may be vital in the development may include:

- 1) Architecture: Assist in the development of technical architecture including the facilitation of discipline and domain discovery workshops, technical research, documentation and writing, technical environment analysis, infrastructure analysis, infrastructure planning, and impact analysis.
 - 2) Security, Privacy and Accessibility: Security Expertise related to Information Technology Access Controls; Telecommunications and Networks, Management Practices; Information Technology Policy; Classification and Control; Incident Handling; Awareness and Training; Business Continuity; Compliance; Risk Reviews; Architectures and Models; Laws, Investigations and Ethics; Application and Systems Development; Cryptography; Computer Operations Security; and Physical Controls. Privacy and accessibility expertise related to the Americans with Disabilities Act and Federal Section 508 compatibility reviews and solution determination; privacy issues surrounding Health Insurance Portability and Accountability Act (HIPAA).
 - 3) Mobile Application Development: Application development to support mobile solution implementation. Work may include business analysis, systems analysis, application design, device testing, user feedback and pilot reviews, application coding/programming, application testing, logical and physical network design, diagnostic activity, load balancing and management reviews, application documentation and technical writing. All mobile APPs developed must include both Apple iOS and Android versions. All web based applications must incorporate responsive design.
 - 4) Accessible to Individuals with Disabilities: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor(s), including enhancements, changes and upgrades to the products, shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor(s)'s awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT); or other comparable document.
 - The contractor(s) shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor(s)'s awarded bid response as compliant products. The contractor(s) shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the state. The contractor(s) shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor(s)'s products from any claim arising out of the contractor(s)'s failure to comply with the aforementioned requirements.
 - The contractor(s) must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.
- c. The State of Missouri's information technology environment is composed of a wide variety of hardware, operating systems, development tools and applications. The Executive Order 06-34 resulted in the consolidation of budget and management of state information technology resources under the Office of Administration Information Technology Services Division (OA-ITSD) for all Executive Branch Departments with the exception of the Missouri State Highway Patrol (MSHP),

Department of Conservation (MDC), and the Department of Transportation (MoDOT). Therefore, the current and future IT Consulting contracts require and will continue to require prior approval of OA-ITSD on the projects issued under the contract except for MSHP, MDC, and MoDOT. Additionally, the Judicial Branch and Legislative Branch do not require OA-ITSD prior approval on projects since they are not a part of the consolidated agencies.

2.4.5 Promotional/Collateral Material Distribution and Fulfillment – If required by the state agency, the contractor shall perform any of, but not necessary be limited to, the following services:

- a. Distribution of Materials – If required by the state agency, the contractor shall distribute collateral material such as brochures, posters, informational mailings, and other similar marketing materials such as specialty advertising items, video multimedia presentations, etc., as approved by the state agency.
- b. Fulfillment Activities – If required by the state agency, the contractor shall perform fulfillment activities in order to further the goals of the state agency or otherwise encourage economic development in the State of Missouri.
- c. Merchandising Program – If required by the state agency, the contractor shall administer a merchandising sales program. Such program may include wholesale and retail sale of advertising specialties of the state agency.

2.4.6 Public Relations, Image Building Activities, Editorials, Internet Marketing, and Publicity – If required by the state agency, the contractor shall perform public relations activities designed to assist in reaching the state agency goals. As approved by the state agency, the contractor's activity shall include but not be limited to:

- a. Write editorials for publication and perform other publicity and image building activities on behalf of the state agency. The contractor must coordinate any news release in advance with the state agency and must obtain the state agency's approval for all news releases, printed materials, and publications issued by the contractor on behalf of the state agency.
- b. The contractor shall apply leverage to its media contacts to cover and use stories about the state agency or the state agency's project.
- c. Assist with promotions using the internet or other existing or new electronic marketing methods.

2.4.7 Research and Market Analysis – If required by the state agency, the contractor shall perform any of, but not necessarily be limited to, the following research and market analysis:

- a. The contractor shall employ research techniques to measure: (1) the impact and effectiveness of messages, creative designs, and media placement, (2) the opinions of target audience members, and (3) decision trends in the state agency project subject matter, including any or all of the following:
 - 1) Assisting the state agency in gathering public input. Such public input shall include, but not necessarily be limited to public forums, phone or mail surveys, in person interviewing (formal or informal), and statistical research, as necessary.
 - 2) Assisting the state agency in publicizing market research and any conclusions drawn from market research.
 - 3) Compiling information from standard published surveys conducted by other organizations.
 - 4) Conducting market research and analysis, customer surveys, product surveys, etc.
 - 5) Providing a Library and Reference Service which may include obtaining reference material, video, CD-ROM, and photographs needed for work assigned by the state agency.

- 6) The contractor shall develop a metrics for setting quantifiable goals for use in measuring the contractor's success.

2.5 Administrative and Reporting Requirements:

The contractor shall not invoice nor be paid for personnel time for performing the administrative duties required in the following paragraphs nor for preparing and submitting the required reports.

- 2.5.1 Customer Satisfaction Survey – Following completion of each project or hourly services, the contractor must provide the state agency contact person with a customer satisfaction survey questionnaire to complete and return regarding the contractor's performance related to such completed project/services.

2.5.2 Reports and Requirements of Division of Purchasing and Materials Management:

- a. Usage Report –The contractor shall submit a six (6) month usage report every January 1 and every July 1 to the Division of Purchasing and Materials Management documenting the services provided to date for all of the various using state agencies. The contractor must submit the report electronically in an analysis-ready format utilizing Microsoft Excel containing at least the information included herein as Attachment #2 and also including columns for project specific data regarding any committed participation by other organizations. Reports in PDF or similar format shall be considered unacceptable. The contractor shall enter new projects/services at the top and shall update the information for any on-going projects so that the semi-annual report reflects all projects and services performed to date.
 - 1) For each project listed on the report, the contractor must include a copy of the customer satisfaction survey completed by the state agency contact person and shall verify that the management of the contractor reviewed the feedback provided by the state agency. If the state agency did not complete and return the survey, the contractor must include documentation verifying that the contractor provided the survey questionnaire to the state agency, including the name and contact information of the state agency contact person to whom the survey was provided.
- b. Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
 - 1) The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - 2) The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- 3) If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- c. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://content.ia.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.5.3 State agency reports - The contractor shall understand and agree that depending on the activity plan or hourly as needed services required by the state agency, any or all of the following reports may be required by the state agency. For each report specified below, the contractor must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission. As required by the state agency, the contractor shall comply with the following:

- a. Progress Report – If required by the state agency for an activity plan or for individual activities included in the activity plan, the contractor shall provide the state agency with a progress report for review and approval on a monthly basis unless a different reporting schedule is required by the state agency. The progress report should outline the following information:
 - 1) The specific accomplishments achieved during the reporting period,
 - 2) The specific activities and projects completed pursuant to the provision of the activity plan and the completion dates of such tasks,
 - 3) The specific planned activities for the next reporting period, and an itemized list of anticipated expenditures and costs for such activities and projects,
 - 4) The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the activity plan,
 - 5) A specific editorial and public relations evaluation which must include publication profiles, tear sheets, and clippings, as appropriate.
 - 6) Any other pertinent information and accomplishments from the reporting period.
- b. Budget Information:
 - 1) Budget Assessment Report - On a monthly basis unless a different reporting schedule is required by the state agency, the contractor shall submit a written spreadsheet report to the state agency that details the status of the approved activity plan budget. The report shall include documentation of the activity approval by the state agency, each approved budget item by activity, billed versus committed amounts, and the remaining balance.

- 2) Project Estimate Changes - Any time the actual costs and expenses change, or if an estimate for a specific activity changes, by more than ten percent (10%) from the estimated amount previously approved by the state agency, the contractor must provide revised estimates to the state agency for approval and must include written justification for any increase. The contractor must not proceed with execution of the activity until notification by the state agency of approval to proceed based on the new estimates.
 - c. Usage Report - In addition to the usage report submitted to the Division of Purchasing and Materials Management, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access.
 - d. Annual Report – If required by the state agency, the contractor shall submit a report containing documentation measuring the results of the activity plan performed.
 - e. Ad Hoc Reports - The contractor shall develop and provide ad hoc reports as required and requested by any using state agency at no additional cost to the state. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the using state agency.
- 2.5.4 Traffic - The contractor shall provide all traffic services necessary for the timely completion of state agency activity plan.
- 2.5.5 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and/or its designees and/or the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
 - b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.
 - c. Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. The state agency shall have the right, acting by itself or through its authorized representatives, to enter the premises of the contractor at all times to examine the facilities and to inspect and copy the records of the contractor pertaining to the operation thereof related to the state agency account.
- 2.5.1 Coordination of Services - The contractor shall cooperate and coordinate services with the state agency and designees of the state agency in order for a coordinated message to be presented. The contractor shall understand that the state agency may have additional contracts with other entities for similar or related services. The contractor shall work with any such other entity to the extent required by the state agency.

The contractor shall base all services and activity ideas with the coordinated input of appropriate state agency staff and designees including research information obtained by the state agency or its various programs/contracts.

2.6 Invoicing and Payment Requirements:

- 2.6.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.6.2 The contractor shall agree and understand that the State of Missouri **does not make advanced payments to the contractor** for any services performed or goods purchased or provided. In addition, the contractor shall not invoice or be paid for performing the invoicing requirements required herein.
- a. The contractor must ensure that all services have been provided prior to submitting an invoice to the state agency for payment/reimbursement from the state agency.
 - b. From the time of approval of the contractor's invoice by the state agency, the state agency estimates that payment may take an average of approximately thirty (30) calendar days. The contractor shall pay all suppliers, media, production facilities, vendors, subcontractors, etc. by no later than two (2) calendar weeks after the date of the payment transaction from the State of Missouri.
- 2.6.3 By no later than the 10th of each month, or by a date otherwise agreed between the using state agency and the contractor, the contractor shall prepare and deliver to the using state agency an invoice with an accounting of the expenditures for the prior month, itemized by project, and accumulative total for performance of all services for the contract period.
- a. On the face of all invoices, the contractor must identify the project by name, the associated product, description of each expenditure, approved job number, dates and all charges associated with the expense, along with appropriate attached estimates. The contractor must attach a detailed listing of the time and activities for each project, as well as the personnel classification and assigned person's name for each person whose hours of service are included on the invoice. Failure to submit sufficient documentation shall result in rejection of the invoice until acceptable documentation of all invoiced amounts is received.
 - b. For all advertisement insertions included on the invoice, the contractor must submit tear sheets, publishers affidavit of publication or broadcast, and/or electronic equivalent (such as Novus) noted with the date of publication.
- 2.6.4 For performance of services, the contractor shall only be paid and reimbursed: (1) after the successful completion of all the contractor's responsibilities related to invoiced services, (2) after receipt of an itemized invoice and all required reports approved by the state agency for services actually provided, (3) only for services and expenses which were previously approved by the state agency as part of the activity

plan and detailed budget required previously or as a specific amount for required services, and (4) as set forth below.

- a. **Media Planning and Placement/Purchases** - The contractor must provide an invoice to the using state agency which must itemize all media expenditures for the month by project and which must include (1) documentation itemizing each media purchase where the advertisement ran and (2) the date the advertisement ran in each media and (3) the price being charged to the using state agency in compliance with the following:
 - 1) **Actual Media Costs** - The invoice shall identify the actual price charged by the media for the advertisement and in all cases when the media purchase included the standard agency discount of fifteen percent (15%), the contractor must deduct the standard agency discount of the entire fifteen percent from the amount invoiced to the state agency.
 - 2) **Contractor's Fee** - For each advertisement project, in addition to paying the contractor the price charged by the media for the advertisement space/time as specified above, the state agency shall also pay the contractor the firm fixed percentage fee specified on the pricing page for Media Planning and Placement/Purchase. Therefore, the contractor shall also be permitted to invoice each using state agency the contractor's fee which is specified on the pricing page as a percentage of the total amount invoiced. The amount to be paid to the contractor shall be calculated from the final total of each invoice for actual media costs (as described above), including the reduction of the standard agency discount of fifteen percent (15%) from the rates charged by the media for advertising projects. The contractor's fee shall constitute the contractor's compensate for handling the placement of the advertisement.
 - b. **Creative Services, Media Production, non-traditional media and high-tech marketing, and other Promotional/Collateral Material Production, Printing, Distribution, and Fulfillment** - The state agency shall pay the contractor the actual cost incurred by the contractor in the production of media advertisements.
 - 1) **Subcontracted costs/expenses** - For purposes of this document such actual cost may include, but not necessarily be limited to actual subcontracting charges and fees including talent costs, music/jingles/tunes/lyrics costs, video/audio/production costs, personnel, royalties, special fees, rights, property/scenery/materials, haulage, audio/visual studios, stages, tele-transcriptions, artwork, photography, photostats, etc.
 - 2) **Contractor personnel costs** - Actual cost may also include the number of hours of creative services, media production services, and other promotional/collateral material production, printing, distribution and fulfillment services performed by the contractor's personnel at the firm fixed price per hour stated on the pricing page.
 - c. For all other services performed by the contractor as approved by the state agency, the contractor shall be paid only the actual cost incurred by the contractor. No additional commission, fee, etc. shall be paid. Such services may include activity plan development, fulfillment services, image building activities, editorials, publicity, marketing activities, research, market analysis, POS or collateral material production services, interactive and high-tech marketing, and/or any other services included by the contractor in the activity plan and approved by the state agency as stated herein.
- 2.6.5 Contractor's personnel:
- a. For purposes of this document, all direct services (except for those services for media planning and placement/purchase) provided by the contractor's personnel in accordance with the requirements herein shall be considered part of the actual net cost for authorized services per the contract.

- 1) If the contractor develops a media plan but the state agency elects not to proceed with media buys, the personnel time involved in the planning shall be billable hours at the per hour price for such personnel stated on the pricing page.
 - 2) In addition, other services provided by media personnel not directly related to planning and placing media, shall be considered billable hours.
- b. Upon receipt of an itemized invoice and verification of services actually provided by the contractor's personnel, the contractor shall be paid the firm, fixed, per hour price shown on the pricing page for each personnel classification.
- c. Indirect, support (including those requirements included under the Administrative and Reporting Requirements herein), and supervisory personnel hours shall not be invoiced nor paid, unless such personnel provide a direct service for the state agency.
- d. The contractor shall not be paid the hourly price for personnel while actually traveling unless specifically approved by the state agency as part of the advertising/marketing campaign.
- 1) For example, the time the personnel spends traveling from official domicile to Jefferson City or any other state agency meeting location shall not be billable under the contract, including travel for the required meetings.
 - 2) However, as another example, if the marketing campaign calls for the contractor's personnel to travel on a travel outing, the state agency may approve payment of hourly prices for the time the person is traveling.

2.6.6 Reimbursement for Specific Expenses - For purposes of this document, expenses incurred by the contractor in the development and implementation of the approved activity plan or hourly as needed services in accordance with the requirements herein shall be considered part of the actual net cost for authorized services per the contract. Therefore, the contractor shall be reimbursed for such expenses as specified below:

- a. Postage/delivery expenses:
- 1) The state agency will reimburse the contractor for delivery charges, including, but not limited to: postage charges, overnight charges, copying, etc., from the contractor to state agency representatives, suppliers, publishers, broadcasters. In addition, all delivery charges for point-of-sale delivery from the printer to the state agency offices will be reimbursed by the state agency. The state agency will reimburse the contractor for distribution of final-form advertisements to media outlets and if applicable printed POS.
 - 2) The state agency will reimburse the contractor for postage which was required for direct mail advertisement, brochures, letters, etc., to the general public or a specialized market group under the following conditions:
 - if such correspondence is mailed in the name of or over the signatures of the state agency as part of the approved advertising/marketing plan and/or
 - If such correspondence has the prior written approval of the state agency.
- b. Travel reimbursement – Except for travel required for the contractor to service the state agency account (i.e.: account service), the contractor shall be reimbursed as specified below only for travel expenses incurred within the geographic boundaries of the State of Missouri when contractor personnel are required to travel away from the contractor's official domicile in order to fulfill the requirements of the contract. The contractor shall agree and understand that travel and travel related expenses for account service personnel shall not be reimbursed under most circumstances, including for meetings with state agency personnel, and any travel outside the geographic boundaries of the State of Missouri shall not be reimbursed. The contractor must obtain the written approval of the

state agency prior to incurring any travel expenses. The contractor must provide the state agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.

- 1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website: <http://content.ia.mo.gov/accounting/state-employees/travel-portal-information/mileage>.
- 2) Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://content.ia.mo.gov/travel-portal> by clicking on CONUS Rates (lodging only) on the left hand side of the page or by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>. If contractor’s lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.
- 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem found under the Travel Resources tab at <http://content.ia.mo.gov/travel-portal> by clicking on the “State Meals Per Diem Rates and Information” link.
- 4) Other miscellaneous travel expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.

c. Telephone expenses:

- 1) The contractor shall be reimbursed the actual net cost of long distance telephone calls that must be made to complete a special project assigned to the contractor by the state agency such as:
 - a required high impact mailing that requires extensive product research gathering,
 - a required special phone surveys, and/or
 - arranging business calls.
- 2) Other than the specific instances listed above, the contractor will not be reimbursed and shall be responsible for all other telephone expenses including, but not necessarily limited to:
 - expenses occurring in the normal conduct of business between the contractor and the state agency
 - the cost of a leased wire, if any,
 - expenses occurring as a result of normal business calls between the contractor and suppliers/subcontractors, including calls for placement of media, to find suppliers, etc. and
 - the cost for Internet access and usage, and
 - any other such telephone expenses.

- d. Facsimile and Telegram Expenses - The state agency shall only reimburse the contractor for facsimile and/or telegram expenses when such expenses are incurred at the prior written request of the state agency and when the request for services are documented as rush services not otherwise required by the contract but considered necessary to the successful operation of the state agency goals. The contractor shall agree and understand that examples of such rush services where

facsimile and or telegram expenses may be reimbursed per the above shall be when either such communication is required for immediate cancellation of space, immediate changing of copy, or similar modifications or departures from the regular routing of business.

- e. Copyright Expenses - In the event that the contractor is required to obtain a copyright and/or register a logo, etc. in the name of the State of Missouri, the contractor shall be paid the actual net cost associated with obtaining such copyrights and registrations.
- f. Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses. The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.

- 1) The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.

- 2.6.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6.8 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 2.6.9 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.6.10 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.6.11 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.6.12 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

2.7 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.7.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.7.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.7.3 Payments shall be made using one of the following acceptable payment methods:

- a. **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- b. **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.

2.7.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.8 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.8.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.8.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.8.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://content.oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment #3. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

2.8.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with

thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

2.9 Missouri Statewide Contract Quarterly Usage Report:

- 2.9.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2.9.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 2.9.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in

Attachment #4 which is downloadable from <http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

- 2.9.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

2.10 Other Contractual Requirements:

- 2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.10.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does

not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- 2.10.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.10.10 Authorized Personnel:
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.10.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.10.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency.

- a. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- b. The contractor shall have internal customer service policies and procedures in place and shall perform ongoing quality control measures to ensure that the state agency's objectives are being met.

2.10.13 Property of State:

- a. The contractor shall agree and understand that any and all of the following property and/or work products, which are developed or acquired by the contractor per the contract, shall become the property of the State of Missouri, which shall include all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the state agency, unless prior approval is received by the state agency for single use or other restricted use. Original designs for the state agency are exclusive property of the State of Missouri. No complete design (or art) or any part of a design (or art) can be used by the contractor in the production of products for another client without the prior written consent of the state agency.
 - 1) All scripts, exhibits, film negatives, artwork (original and camera ready, including any font modifications or artwork manipulation), design features, copy, graphics, and concepts,
 - 2) All programs, plans, materials, documents, reports, materials, and recommendations, etc.
 - 3) Releases from any and all talent involved in the advertising;
 - 4) All video and audio tapes, including duplicate and outtakes; and
 - 5) All photography, with the exception of stock photography, required to complete approved assignments including non-published photography.
- b. The State of Missouri shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the state agency agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
- c. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or graphic/creative software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- d. Software, Systems, Modifications, and Warranty – All software application, information systems, and licenses (including any web site programming and source codes) developed, acquired and/or used by the contractor pursuant to the contract shall be the property of the State of Missouri.

2.10.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- c. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- d. The contractor shall agree that the state agency utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor shall be required to sign a Business Associate Agreement provided by the using state agency.

2.10.15 Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

2.10.16 Inventions, Patents, and Copyrights:

- a. If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.
- b. The contractor shall obtain copyrights and for register all logos, commercials, etc. in the name of the State of Missouri as instructed and approved by the state agency. The contractor must submit all final paperwork related thereto to the state agency.

2.11 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

2.11.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

- a.* Uniform Administrative Requirements - OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- b.* Cost Principles:
 - 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
 - 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
 - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
 - 4) 48 CFR 31.2 – For-Profit Organizations; and
 - 5) 45 CFR 74 Appendix E – Hospitals.

2.11.2 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.11.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.11.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.11.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.11.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.11.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.11.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.11.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
<http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>.
- 2.11.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.11.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 2.11.12 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in

- programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- a. In addition the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The offeror should ensure all copies and all media are identical to the offeror’s hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
 - c. Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel

are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.
 - a. Cost..... 90 points
 - b. Experience, Reliability, Expertise of Personnel, and Method of Performance100 points
 - c. MBE/WBE Participation 10 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Separate evaluations shall be conducted for each category of services and awards made accordingly. The State of Missouri reserves the right to make multiple awards per each category of service.

3.4 Evaluation of Cost:

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost: The objective evaluation of cost will be computed as follows:

- a. A single per hour price will be determined by averaging the per hour prices quoted for each personnel classification stated on the Pricing Page. The single average per hour price will be multiplied times 600 hours for a total for personnel. If only one personnel classification is proposed, the price for that personnel classification will be used as the single average per hour price.
 - 1) For the Media Planning and Placement/Purchase evaluation only, the evaluation of cost will also include the percentage quoted for line item 001 multiplied by \$100,000. The total determined from that calculation will be added to the total for personnel.
- b. The evaluation of cost will include the original contract period and any potential renewal periods.
- c. Cost evaluation points shall be determined from the sum of the results of the calculations stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{\text{Evaluation points (90)}} = \text{Assigned Cost Points}$$

- d. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.5 Evaluation of Offeror's Experience, Reliability, Expertise, and Method of Performance:

3.5.1 Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

- a. Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
 - 1) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.
 - 2) The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

- c. **Personnel Expertise** - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- d. **Personnel Qualifications** - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.5.2 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

3.5.3 **Samples** - The offeror may submit samples of previous advertising services performed or as a demonstration of the type/quality of advertising services that may be performed. However, the offeror shall agree and understand that if submitted, samples shall be at the offeror's expense. In addition, any samples remaining after the evaluation can be returned to the offeror at the offeror's expense, if such return is stipulated by the offeror with the submission of the proposal. However, the State of Missouri reserves the right to keep any samples submitted with the awarded proposal for comparison with services received.

3.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \frac{\text{Maximum MBE/WBE Participation Evaluation points (10)}}{1} = \text{Assigned MBE/WBE Participation points}$$

3.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit F, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.6.5 **Commitment** – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

3.6.6 **Definition -- Qualified MBE/WBE:**

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 3.6.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oeo.mo.gov>

3.7 Miscellaneous Submittal Information:

- 3.7.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for

the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/se/sw/se-sw-directories.html>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.2 Service-Disabled Veteran Business Enterprises (SDVEs) - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be an SDVE or must be proposing to utilize as SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit F., Participation Commitment, by identifying each proposed SDVE, the committed percentage of

participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror **must** provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete Exhibit G,, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on Exhibit F,, Participation Commitment, shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.7.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's

enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.

- 3.7.4 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit I with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.5 The offeror should complete and submit Exhibit J, Miscellaneous Information.
- 3.7.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE
(c/s code: 91858-Media Services)

The offeror must complete this Pricing Pages with the prices and percentage applicable for each category of service proposed. The offeror must provide such prices and percentages in accordance with the provisions and requirements of this Request for Proposal. The offeror is advised to build any amounts necessary for such indirect, support, and supervisory services into the rate for personnel classifications if the offeror intends to receive any compensation for such services.

4.1 Media Planning and Placement/Purchase: If the offeror is proposing to provide the media planning and placement/purchase category of service, the offeror shall provide pricing/percentage as follows:

- 4.1.1 Percentage of Actual Media - The offeror shall state a single firm fixed fee, in the form of a percentage of the actual media costs (as defined in the invoicing and payment section of this document) for Media Planning and Placement/Purchase that shall be the offeror's fee for media planning and placement/purchase performed in accordance with the provisions and requirements included herein. All costs associated with providing the media planning, placement, and purchasing shall be included in the stated fee. The offeror shall understand and agree that the percentage quoted must remain firm and unchanged for all potential contract periods.

Line #	Media Planning and Placement/Purchase	Firm Fixed Fee in the Form of a Percentage of Actual Media Cost
001	Services related to planning and placing media.	_____ %

- 4.1.2 Personnel - Per hour prices - In addition, the offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP, when media purchases are not made. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Media Planning and Placement/Purchase Personnel <i>only billable when media purchases are not made</i>			
	Media Strategy/Planning/Buying	1. 2. 3.	\$
	Media Tracking and Verification	1. 2. 3.	\$
	Other Media Planning & Placement Personnel (list specific classification)	1. 2. 3.	\$

4.2 Creative Services: If the offeror is proposing to provide the creative category of service, the offeror shall provide pricing as follows:

- 4.2.1 Personnel - Per hour prices - The offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Creative Services Personnel			
	Creative Direction	1. 2. 3.	\$
	Art Direction	1. 2. 3.	\$
	Copywriting	1. 2. 3.	\$
	Design	1. 2. 3.	\$
	<i>Other Creative Personnel (list specific classification)</i>	1. 2. 3.	\$

4.3 Media Production: If the offeror is proposing to provide the media production category of service, the offeror shall provide pricing as follows:

- 4.3.1 Personnel - Per hour prices - The offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Media Production Personnel			
	Production Management/Traffic	1. 2. 3.	\$
	Art Direction/Production	1. 2. 3.	\$
	Photo Direction/Production	1. 2. 3.	\$
	Audio/Video Direction/Production	1. 2. 3.	\$
	Graphics Production	1. 2. 3.	\$
	<i>Other Production Personnel (list specific classification)</i>	1. 2. 3.	\$

4.4 Non-Traditional Media & High-tech Marketing: If the offeror is proposing to provide the Non-Traditional Media & High-tech Marketing category of service, the offeror shall provide pricing as follows:

- 4.4.1 Personnel - Per hour prices - The offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Non-Traditional Media & High-tech Marketing Personnel			
	Multimedia Design	1. 2. 3.	\$
	Web Site Production Development	1. 2. 3.	\$
	IT Staff	1. 2. 3.	\$
	<i>Other Interactive Personnel (list specific classification)</i>	1. 2. 3.	\$

4.5 Promotional/Collateral/Material Development & Fulfillment: If the offeror is proposing to provide the Promotional/Collateral/Material Development & Fulfillment category of service, the offeror shall provide pricing as follows:

4.5.1 Personnel - Per hour prices - The offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Promotional/Collateral/Material Development & Fulfillment Personnel			
	Promotional		
	Collateral		
	Material Development		
	Fulfillment		
	<i>Other Media Planning & Placement Personnel (list specific classification)</i>	1. 2. 3.	\$

4.6 Public Relations, Image Building Activities, Editorials, Internet Marketing and Publicity Services: If the offeror is proposing to provide the Public Relations, Image Building Activities, Editorials, Internet Marketing and Publicity category of service, the offeror shall provide pricing as follows:

4.6.1 Personnel - Per hour prices - The offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Public Relations, Image Building Activities, Editorials, Internet Marketing and Publicity Personnel			
	Public Relations Manager	1. 2. 3.	\$
	Public Relations Coordinator	1. 2. 3.	\$
	Other Public Relations Personnel (list specific classification)	1. 2. 3.	\$

4.7 Research & Market Analysis Services: If the offeror is proposing to provide the Research & Market Analysis category of service, the offeror shall provide pricing as follows:

4.7.1 Personnel - Per hour prices - The offeror shall complete the following table for each personnel classification proposed to be available to provide services by providing a single firm fixed price for each such classification in accordance with the requirements of this RFP. In addition, if personnel have been identified for a classification, the offeror should identify the names of the personnel proposed in the spaces provided.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Research & Market Analysis Personnel			
	Research Analyst	1. 2. 3.	\$
	Market Analyst	1. 2. 3.	\$
	Other Personnel (list specific classification)	1. 2. 3.	\$

4.8 Renewal Option Periods:

Renewal Option Pricing - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the personnel classification pricing specified above for the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:
--

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Offices - Identify all currently operating office locations and provide brief (couple sentence basic information) description about each one. Identify the one(s) proposed to be used for services per this RFP and provide additional brief description/details about each such office, (history, number of employees, years at such location, facilities, accounts handled, etc.)
- c. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- e. Provide an Aged Account Payable Report for your organization or other demonstration of prompt payments.
- f. Provide up to three (3) case studies of past accounts the offeror considers some of the offeror's best work. Describe the objectives from each case and documentation of how the success of each such case was measured.
- g. Complete the attached chart/table identifying all projects/clients for the past three (3) years.

Exhibit A – continued - Chart of Last 3 Years of Experience (add additional pages as necessary)						
Client Name & Name of Project	Dates of Service (beginning & ending date)	Description of Services Performed	Offeror's Personnel Assigned (include name & classification)	Total Budget *	Amount or % of Budget for Media	Exhibit B Completed by Client & Included (yes / no)
		Message: Demographic Market: Services Performed:				
		Message: Demographic Market: Services Performed:				
		Message: Demographic Market: Services Performed:				
		Message: Demographic Market: Services Performed:				
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		Message: Demographic Market: Services Performed:				
		Message: Demographic Market: Services Performed:				

**if specific dollars cannot be provided at the request of the client, provide other information to assist in determining the size of the account.*

EXHIBIT B
CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name: _____ (If reference is for a Subcontractor, enter Subcontractor Name in Blank):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
Size /Budget:	
Description of Services Performed, such as: ✓ Demographic Market ✓ Description of Services ✓ Media Used ✓ Offeror's specific duties and strategic objective	
Attach sample of results/work, if applicable. Describe how the success of the project was measured.	

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Category of Service: (from Pricing Table)	
Personnel Classification (make sure this matches classifications on pricing table):	
Name of Person:	
Physical Domicile (office location)	
Educational Degree (s): include college or university, major, and dates	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	
Identify key information about this person's experience considered valuable to the State of Missouri	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	

EXHIBIT D**PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Proposed Services:

1. Philosophy - The offeror should provide a brief expression of the offeror's marketing/public education philosophy.
2. Research - The offeror should provide any recommendations regarding research and how the offeror incorporates research results into strategies for marketing/public education.
3. Measurement of Results - The offeror should describe the method(s) that will be used to measure the effectiveness of the services performed.
4. Customer Service - The offeror should submit their current policies and procedures on customer service and explain how quality control is performed and how customer service will be assured for the state agency. Describe how the customer satisfaction survey will be conducted after completion of each project/service and include an example of the proposed customer survey questionnaire.
5. Special Services - The offeror should describe any special services that the offeror proposes or is able to provide that may be of special interest to the state agency.

Facilities:

6. The offeror should fully describe the facilities which will be available and/or utilized for services on behalf of the State of Missouri, including in-house and subcontracted.
7. The offeror should describe the services the offeror can offer that can be utilized as well as the mix of capabilities including such areas as full-scale marketing plans, creative advertising, graphic design, copy writing, public relations, lead generation, etc.

Accountability Processes:

8. The offeror should describe the systems/project approval processes proposed for use in obtaining state agency approvals for projects and associated budgets.

9. The offeror should describe the systems proposed to keep projects on time and within budget.
10. The offeror should describe the offeror's proposed payment procedures in sufficient detail to provide assurances that the payments by the offeror will be made promptly.

Staffing Plan and Resources

11. **Organizational Chart** - Attach an organizational chart showing the staffing and lines of authority for personnel. The relationship of the account service team members, to public relations, to management, and to support personnel should be clearly illustrated. The organizational chart should include the names of the personnel and the working titles of each and should include information about any proposed subcontractors including management, supervisory, and other key personnel.
12. **Management** - The offeror should indicate and describe the role principles and top management will play in day-to-day account management and direction. The offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
13. **Total Personnel Resources** - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target.

Economic Issues

14. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
15. **Outside United States** - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

EXHIBIT F
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

When completing this exhibit, the offeror is cautioned that: (1) no amount of advertising service is guaranteed under the contract, (2) the specific types of advertising services that may be required by a state agency are unknown, and (3) if participation is proposed, it shall be interpreted as a contractual commitment, regardless of the state's actual service usage.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

Place a check in the appropriate box below for the category of service proposed. There should only be **ONE** box checked. If proposing multiple categories of service, copy and complete this Participation Commitment Exhibit for each proposed category of service.

Product/Service		
<input type="checkbox"/> Media Planning & Placement/Purchase <input type="checkbox"/> Non-Traditional Media & High-Tech Marketing <input type="checkbox"/> Research & Market Analysis	<input type="checkbox"/> Creative Services <input type="checkbox"/> Promotional/Collateral Material Development & Fulfillment	<input type="checkbox"/> Media Production <input type="checkbox"/> Public Relations, Image Building Activities, Editorials, Internet Marketing & Publicity

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed:

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
		RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total MBE Percentage:	%	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total WBE Percentage:	%	

Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT G**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or
SDVE)*

*Date
(Dated no earlier than
the RFP issuance date)*

EXHIBIT G (continued)**DOCUMENTATION OF INTENT TO PARTICIPATE****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing and Materials Management (DPMM), the offeror **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The offeror should check the appropriate statement below and, if applicable, provide the requested information.

- ☐ No, I have not previously submitted the SDV documents specified above to the DPMM and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT H
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
<u>BOX C:</u>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ - I am a self-employed individual with no employees; **OR**
- ☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT H, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- ☐ - Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- ☐ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;
- AND
- ☐ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT H, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT H, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT I**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

DUNS # (if known)

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT J**MISCELLANEOUS INFORMATION****Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

Local Government Use (Cooperative Procurement):

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes _____	No _____
-----------	----------

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.

- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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